

**STATE OF ILLINOIS
ILLINOIS STATE POLICE MERIT BOARD**

IN THE MATTER OF

**MASTER SERGEANT RONALD SALIER
I.D. # 4727**

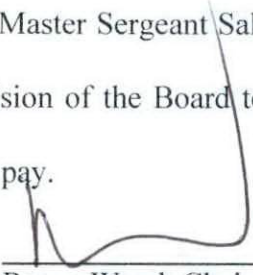
**Illinois State Police Merit Board
Docket No. 17-01**

DECISION

A Complaint was filed with the Merit Board on April 18, 2017, by Leo P. Schmitz, Director of the Illinois State Police, requesting that Master Sergeant Ronald Salier be suspended from employment with the Illinois State Police for a period greater than thirty (30) days. Mr. Lawrence Necheles was appointed to serve as the Hearing Officer. No hearing was held. The Petitioner was represented by Ms. Anupama Paruchuri, Assistant Attorney General, Illinois State Police and the Respondent was represented by Ms. Nicole Chaney.

This matter comes before the Illinois State Police Merit Board for consideration on the JOINT MOTION FOR A DECISION OF THE MERIT BOARD submitted by both parties. On June 20, 2018, the Board, by unanimous decision, voted to grant the JOINT MOTION, and accept as a factual basis for discipline those facts stipulated in the Joint Motion and its attachments.

The Merit Board grants the JOINT MOTION FOR A DECISION OF THE MERIT BOARD, which is attached to this Decision, and adopts and incorporates it herein. The facts stipulated display a substantial shortcoming on the part of Master Sergeant Salier and constitute cause for suspension. It is, therefore, the unanimous decision of the Board to suspend Master Sergeant Salier for a period of thirty-five (35) days without pay.



Reeve Waud, Chairman
Illinois State Police Merit Board

DATED: June 20, 2018

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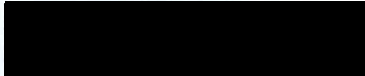
ILLINOIS STATE POLICE
MERIT BOARD

STATE OF ILLINOIS

ILLINOIS STATE POLICE MERIT BOARD

IN THE MATTER OF:

MASTER SERGEANT RONALD SALIER
I.D. No. 4727



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Illinois State Police
Merit Board No. 17-1

JOINT MOTION FOR A DECISION OF THE MERIT BOARD

NOW COME LEO P. SCHMITZ, the Director of the Illinois State Police, the Petitioner, by his attorney, Lisa Madigan, Attorney General of Illinois, and MASTER SERGEANT RONALD SALIER, the Respondent, by his attorney, Nicole Cheney, and set forth their Joint Motion for a Decision of the Merit Board in the above-captioned matter. In support of this motion, the Parties state as follows:

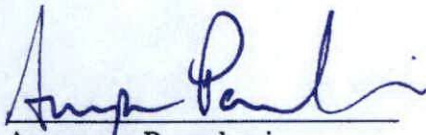
1. On April 18, 2017, Director Schmitz filed a Complaint against Master Sergeant Salier with the Illinois State Police Merit Board in this matter, seeking the Merit Board to suspend Respondent from employment for a period in excess of 30 days as the Board deems warranted.
2. The Parties have resolved all differences and conflicts that led to the initiation of said Merit Board case, and have agreed to enter into a Settlement Agreement (hereinafter "Agreement") with respect to all charges.

A copy of the Agreement is attached hereto and incorporated herein by

reference, and it is now the request of all Parties that a Decision of the Merit Board be entered in accordance with the terms of the Agreement.

WHEREFORE, the Parties respectfully request that the Illinois State Police Merit Board issue a Decision approving and incorporating the terms of the attached Agreement, and for such further relief as the Board deems just and reasonable.

Respectfully submitted:



Anupama Paruchuri
Assistant Attorney General
Attorney for Petitioner,
Leo P. Schmitz, Director

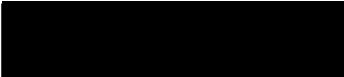


Nicole Chaney
Attorney for Respondent,
Master Sergeant Salier

STATE OF ILLINOIS
ILLINOIS STATE POLICE MERIT BOARD

IN THE MATTER OF:

MASTER SERGEANT RONALD SALIER
I.D. No. 4727



Illinois State Police
Merit Board No. 17-1

SETTLEMENT AGREEMENT

NOW COMES LEO P. SCHMITZ, Director of the Illinois State Police, the Petitioner, by his attorney, Lisa Madigan, Attorney General of Illinois, and MASTER SERGEANT RONALD SALIER, the Respondent, by his attorney, Nicole Cheney (hereinafter "Parties"), and for their Settlement Agreement (hereinafter "Agreement"), hereby stipulate and state as follows:

1. Respondent admits that on October 11, 2016, he failed to maintain a level of conduct in keeping with the highest standards of the law enforcement profession and which caused the Department to be brought into disrepute, when he was not truthful with Jason Downey about the location and possession of Downey's property, being a bow case and its contents, all as alleged in Count I of the Complaint.
2. Respondent admits that on October 8, 2016, he took possession of property (a bow, arrows, and bow case) and failed to properly process the property in accordance with established Department procedures in that he did not

inventory and record receipt of the property as required by OPS-203.III.C.4.a, and attempted to retain the property for his personal use contrary to OPS-203.III.D., as alleged in Count II of the Complaint.

3. Respondent admits that on October 8, 2016, he failed to perform his duties and carry out the objectives of the Department, in that he failed to conform to work standards when he found property (a bow, arrows, and bow case belonging to Jason Downey) and did not handle it in accordance with department policies, as alleged in Count III of the Complaint.
4. Respondent admits that on October 10 and 11, 2016, he engaged in conduct in such a manner as to reflect unfavorably on the Department, when he was untruthful to Trooper Veryzer about not finding the bow case, and when he was not truthful with Jason Downey about the location and possession of his bow case and contents, as alleged in Count IV of the Complaint.
5. Respondent admits that on October 8, 2016, through October 11, 2016, he failed to provide leadership, supervision, and example to ensure the efficiency of the Department in that he took possession of found property (a bow, arrows, and bow case belonging to Jason Downey) and failed to properly process said property into evidence, attempted to retain the property for his personal use, and was not truthful with Trooper Veryzer and Jason Downey about the location and possession of the property, as alleged in Count V of the Complaint.
6. The Parties agree that the above admissions constitute a violation of policy as alleged in Counts I, II, III, IV, and V of the Complaint.
7. Respondent admits that he has prior reportable discipline consisting of a 3-day

suspension for Bringing the Department into Disrepute which he received on April 22, 2015, and a 30-day suspension for Bringing the Department into Disrepute which he received on October 21, 2015, as alleged in paragraphs 14 and 15 of the Complaint.

8. The Parties agree that in consideration of the admissions by Master Sergeant Salier and the acceptance thereof by the Illinois State Police, Respondent shall be suspended for thirty-five (35) days without pay. Respondent shall be permitted to use up to thirty (30) days of accumulated time off which has been accrued as of the date of any suspension period, other than sick time, to satisfy that period of any suspension in lieu of days off without pay, in accordance with the applicable collective bargaining agreement. Further, the remaining five days of the suspension period must be served consecutively, but shall be scheduled such that two days fall within one pay period and the remaining three days fall within the next pay period.
9. The Agreement of the Parties renders any further proceedings unnecessary in the above-captioned matter currently pending before the Illinois State Police Merit Board, as that cause is now fully resolved between the Parties. Furthermore, the Parties agree to waive all appeals from any administrative proceedings related thereto. The Parties agree to file, through their respective counsel, a joint motion with the Illinois State Police Merit Board requesting a decision of the Merit Board in accordance with this Agreement.
10. The Illinois State Police and Respondent acknowledge that this Agreement constitutes a full and fair settlement of any actual or potential charges relating

to the matters addressed in Illinois State Police Merit Board Case Docket Number 17-01.

11. Respondent, his heirs, successors and assigns, agree to release, and hereby release and forever discharge the State of Illinois, the Illinois State Police, its current or former officers, agents, employees, and insurers, from any and all claims for damages, back pay, interest, attorney's fees, costs, expenses or other relief on account of, or in any way arising out of any and all injuries or deprivations of civil or constitutional rights or state law claims, including but not limited to actions under 42 U.S.C. Section 1983 and Title VII of the Civil Rights Act of 1964, as amended, or in equity, arising out of the subject matter of the aforementioned case, that were known or should have been known up to and including the date of this Agreement. This Agreement is intended to be a full and complete disposition of this entire claim and/or cause. Further, Respondent and his collective bargaining representative agree to withdraw and/or refrain from filing any and all claims or grievances with respect to or in any way related to the investigation, disciplinary matter, or the facts alleged in the Merit Board Complaint, which he has or may file in any court, administrative forum or under any applicable collective bargaining agreement, and specifically agree to withdraw the grievance filed by Teamster Chief Steward Jim Poortinga filed on Respondent's behalf regarding a dispute which allegedly occurred on February 8, 2017.
12. The Parties acknowledge that they have read and fully understand the terms of this Agreement, that they have had the advice and benefit of counsel of their choosing with respect to its terms, that this document constitutes the entire

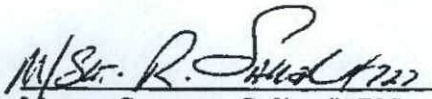
agreement of the Parties, that this Agreement will be governed by the laws of the State of Illinois, and that they do hereby willingly and voluntarily agree to its terms and conditions. No promise has been made to pay or give Respondent any greater or further consideration other than as stated in this Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties hereto concerning the subject matter of this Agreement are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter of this Agreement.

13. This Agreement shall not be construed to constitute a waiver of the sovereign immunity of the State of Illinois or the Illinois State Police.
14. The parties are aware the authority to make disposition of this cause rests with the Merit Board. Therefore, these stipulations and recommendations are entered into on the condition the Merit Board adopts the recommendations as its own order. Should the Merit Board, in the exercise of its statutory authority, decline to adopt the recommendations in their entirety, then in that event: (1) all stipulations and recommendations contained in this document shall be void and held for naught in any further evidentiary hearing on this matter; and (2) the parties would not be precluded from presenting evidence on any relevant issue, whether or not included herein.



Leo P. Schmitz, Director
Illinois State Police

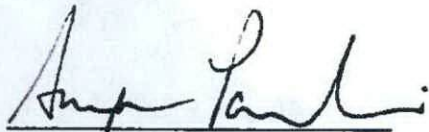
11/27/17
Date




Master Sergeant Salier #4727
Respondent

11/17/17
Date

Approved as to form and content:



Anupama Paruchuri
Assistant Attorney General
Attorney for Petitioner,
Leo P. Schmitz, Director



Nicole Chaney
Attorney for Respondent,
Master Sergeant Salier

Master Sergeant Ronald Salier
State Police Merit Board No. 17-1

CERTIFICATE OF SERVICE

Kelsey Wang, herein certifies that she has caused to be served a copy of the foregoing *Joint Motion for a Decision of the Merit Board and Settlement Agreement* by U.S. Mail, proper postage affixed, mailed at Springfield, Illinois on December 4, 2017 to:

Illinois State Police Merit Board
531 Sangamon Avenue East
Springfield, Illinois 62702

Lawrence Nechles
Hearing Officer
Post Office Box 564
Pontiac, IL 61764-0564

Mark Hitt
General Counsel
Teamsters Local 700
1300 West Higgins Road, Suite 301
Park Ridge, IL 60068

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ILLINOIS STATE POLICE
MERIT BOARD

Kelsey Wang
KELSEY WANG
PARALEGAL

STATE OF ILLINOIS
ILLINOIS STATE POLICE MERIT BOARD

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ILLINOIS STATE POLICE
MERIT BOARD

IN THE MATTER OF:

MASTER SERGEANT RONALD SALIER
I.D. No. 4727


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) Illinois State Police
) Merit Board No. 17-
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COMPLAINT

NOW COMES Leo P. Schmitz, Director of the Illinois State Police, pursuant to 20 ILCS 2610/14 and 80 Ill. Admin. Code § 150.575, and states as follows:

COUNT I

BRINGING THE DEPARTMENT INTO DISREPUTE

1. Ronald Salier (Respondent) is employed as a State Police Officer by the Illinois State Police (Department). Respondent holds the rank of Master Sergeant and at all times relevant to this Complaint was assigned to patrol operations in District 7, East Moline. Respondent has been employed by the Department since December 2, 1996, and was promoted to the rank of Master Sergeant on March 31, 2011.
2. On October 8, 2016, Respondent was on-duty driving his assigned squad, a black unmarked SUV with ISP license plates. While patrolling Illinois Route 92 in Hillsdale, Illinois, Respondent noticed a large plastic case lying in the right (northbound) lane of traffic near 265th Street. Respondent stopped, removed the

case from the roadway, and placed it in the rear seat of his squad. Upon examination Respondent found the case contained a compound bow and arrows, with no identifying information. Respondent cleared the scene by reporting the incident as "debris in roadway, debris removed." Respondent later removed the bow case from his squad and secured it in his garage.

3. ISP Department Directive OPS-203, Evidence – Inspection, Inventory, Retention, and Disposal, provides that property found by or surrendered to department employees will be inventoried and recorded using an Evidence Inventory and Receipt form, ISP Form 1-10. Said directive also provides that employees will not retain for their personal use any evidence, property, or related items.
4. Respondent did not inventory or record receipt of the bow case in any manner. Respondent did not advise District communications or any supervisor that he had found or had possession of the bow case, nor document that he had retention of it in any way.
5. The bow case and its contents belonged to Jason Downey and had fallen from the bed of Downey's pickup truck while Downey was driving to lunch on October 8, 2016, at approximately 1:30 p.m., while on Illinois Route 92. When Downey discovered that his tailgate was down and he had lost his bow case, he searched his route of travel looking for the case but could not find it.
6. Later that evening Downey was told by a friend that he had seen an ISP uniformed trooper driving a black unmarked SUV with ISP District 7 license plates pick up a bow case on Illinois Route 92 and place it in his squad.

7. On the evening of October 10, 2016, Downey contacted District 7 Trooper Sean Veryzer, who was a former high school classmate. Downey explained to Trooper Veryzer how he had lost his bow case and asked Trooper Veryzer if any troopers in District 7 drove a black unmarked SUV as a squad. Trooper Veryzer advised Downey that Respondent was the only ISP officer in District 7 with a black unmarked SUV and that he would contact Respondent to inquire about Downey's bow and case.
8. On October 10, 2016, at 8:45 p.m. Trooper Veryzer sent Respondent a text message which read "Did you find a bow Saturday". Respondent did not respond to this text message. On the morning of October 11, 2016, Trooper Veryzer had a phone conversation with Respondent, in which Trooper Veryzer asked Respondent if he had found a bow case in the roadway on Saturday. Respondent replied that he had not, but Respondent asked Trooper Veryzer to provide Respondent with the name and contact information of the person who was missing the bow case so that Respondent could assist in locating it. Trooper Veryzer then texted Downey's name and contact information to Respondent. During this conversation and exchange of text messages, Respondent never advised Trooper Veryzer that he had in fact found the bow, that he had possession of it, or that he had it secured in his garage.
9. On October 11, 2016, at 7:04 a.m., Respondent contacted Downey by phone and informed him that he could assist him in locating his bow. Downey explained to Respondent how and where he lost the bow. Respondent told Downey he would drive the area in an attempt to locate the bow case and would call Downey if he

found the case. Respondent then drove to his residence via Illinois Route 92 and picked up the bow from his garage, placing it in his squad.

10. After talking with Respondent on the phone, Downey drove to the area where he lost his bow to help Respondent search for it. Downey parked his truck off the roadway of Illinois Route 92 and waited for Respondent's squad. A short while later Downey observed a black SUV squad drive past his location without stopping, then return and drive past again without stopping.
11. Respondent called Downey at 7:44 a.m. and advised Downey he had found the bow case next to a guardrail approximately a half-mile down from where Downey described. Respondent made arrangements to meet Downey at Downey's residence and return the bow case to him, which Respondent did. During this meeting Respondent never informed Downey that he had actually found the bow on October 8, 2016, and had it in his garage the last three days.
12. On October 25, 2016, Respondent submitted a Memorandum to Captain Victor Markowski with the Subject "Found Item." In his memorandum Respondent admitted that he found the bow case while on-duty on October 8, 2016, that he secured it in his squad and later placed it in his garage, that he informed Trooper Veryzer that he did not find a bow, that he asked Trooper Veryzer for the owner's name and contact information, that he contacted Downey and informed him he could assist him in locating the bow, that he traveled to his residence and picked up the bow, then called Downey back and made arrangements to deliver the bow to him.

13. On February 8, 2017, agents from the Department's Division of Internal Investigation (DII) conducted an administrative interview of Respondent in the presence of his attorney and union representatives after giving Respondent notice of the allegations under investigation and his administrative rights. During his administrative interview, among other statements, Respondent stated that: He found the bow case while on-duty on October 8th; it had no name or contact information with the case; he reviewed Department policies on his computer reference "lost items" and "found items"; that he should have notified someone in his chain of command that he had found the bow case, but did not; that he secured the bow case in his garage because he had to work an overtime detail that evening; that he left the bow case in his garage for several days and walked past it every day; that he did not tell Trooper Veryzer that he had the bow case; that he did not tell Downey he had Downey's bow case; that his response to Trooper Veryzer was not truthful; that he never checked with the District or the Evidence Vault Custodian to inform them he had the bow case or inquire as to the proper procedure to store it; that he did not document it with an inventory receipt form; that he did not complete a Field Report or Incident Report on the item; that he admitted to Lieutenant Dickey that he told Trooper Veryzer he did not have the bow case; that ISP policy requires that the found item should have been secured at the District as evidence; that he could have updated his disposition with the dispatcher to indicate he had found the property, but he did not do so; that he was untruthful to Trooper Veryzer; that

he was untruthful to Downey in that he did not tell Downey that he had found the bow case.

14. On April 22, 2015, Respondent received a three-day suspension for Bringing the Department into Disrepute in violation of ISP Directive ROC-002.III.A.8. for the following offense:

“On October 29, 2014, District 7 received a call from the Henry County Sheriff’s Department (HCSD) reference a complaint against you. You were involved in an incident involving your son that occurred during an overnight visit at your residence. This incident resulted in an Emergency Order of Protection being served against you and a subsequent response/investigation by the ISP, HCSD, and Department of Children and Family Services. Your involvement in this incident is not in keeping with the highest standards of the law enforcement profession and as a result, your actions were in violation of ISP Directive ROC-002.III.A.8.”

This discipline was issued pursuant to the Department’s negotiated settlement process and a Misconduct Allegation Settlement Agreement between Respondent and the Department and accordingly the level of discipline Respondent received for this incident was reduced.

15. On October 21, 2015, Respondent received a 30-day suspension for Bringing the Department into Disrepute in violation of ISP Directive ROC-002.III.A.8. for the following offense:

"On May 7, 2015, you failed to maintain a level of conduct in your personal affairs that is in keeping with the highest standards of law enforcement and caused the Department to be brought into disrepute. While on state time, you were served an Emergency Order of Protection by the Rock Island Sheriff's Department. The petitioner, Brandy Salier, reported she, her family, and her friends were being harassed by you via text message, electronic mail, and social media. Subsequently, you admitted your conduct with Brandy Salier was improper. This constitutes a violation of ISP Directive ROC-002, III.A.8."

16. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Paragraphs III.A.8., which states:

"Officers will maintain a level of conduct in their personal and business affairs that is in keeping with the highest standards of the law enforcement profession. Officers will not participate in any conduct that impairs their ability to perform as law enforcement officers or causes the Department to be brought into disrepute."

(Third Offense – Level 2 Misconduct: 31 - 45 days).

Respondent violated this rule in that on October 11, 2016, he failed to maintain a level of conduct in keeping with the highest standards of the law enforcement profession and which caused the Department to be brought into disrepute when he was not truthful with Jason Downey about the location and possession of his bow case and contents.

COUNT II

FAILURE TO PROCESS EVIDENCE OR PROPERTY

- 1.-13. Paragraphs 1. through 13., inclusive, of Count I of the Complaint are adopted and incorporated by reference as Paragraphs 1. through 13., inclusive, of Count II as if fully set out herein.
14. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Paragraphs III.A.34., which states:

"Property or evidence that has been discovered, gathered or received in connection with Department responsibilities will be processed in accordance with established Department procedures."

(First Offense – Level 2 Misconduct: 4 to 10 Days).

Respondent violated this rule in that on October 8, 2016, he took possession of found property (bow, arrows, and bow case) and failed to properly process said property in accordance with established Department procedures in that he did not inventory and record receipt of the property as required by OPS-203.III.C.4.a., and/or he attempted to retain the property for his personal use contrary to OPS-203.III.D.

COUNT III

UNSATISFACTORY PERFORMANCE

- 1.-13. Paragraphs 1. through 13., inclusive, of Count I of the Complaint are adopted and incorporated by reference as Paragraphs 1. through 13., inclusive, of Count III as if fully set out herein.

COUNT II

FAILURE TO PROCESS EVIDENCE OR PROPERTY

1.-13. Paragraphs 1. through 13., inclusive, of Count I of the Complaint are adopted and incorporated by reference as Paragraphs 1. through 13., inclusive, of Count II as if fully set out herein.

14. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Paragraphs III.A.34., which states:

"Property or evidence that has been discovered, gathered or received in connection with Department responsibilities will be processed in accordance with established Department procedures."

(First Offense – Level 2 Misconduct: 4 to 10 Days).

Respondent violated this rule in that on October 8, 2016, he took possession of found property (bow, arrows, and bow case) and failed to properly process said property in accordance with established Department procedures in that he did not inventory and record receipt of the property as required by OPS-203.III.C.4.a., and/or he attempted to retain the property for his personal use contrary to OPS-203.III.D.

COUNT III

UNSATISFACTORY PERFORMANCE

1.-13. Paragraphs 1. through 13., inclusive, of Count I of the Complaint are adopted and incorporated by reference as Paragraphs 1. through 13., inclusive, of Count III as if fully set out herein.

14. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Paragraphs III.A.12., which states:

"Officers will maintain sufficient competency to properly perform their duties and assume the responsibilities of their positions. Officers will perform their duties in a manner that will maintain the highest standards of efficiency in carrying out the functions and objectives of the Department. Unsatisfactory performance may be demonstrated by a lack of knowledge of the application of laws required to be enforced; an unwillingness or inability to perform assigned tasks; the failure to conform to work standards established for the officer's rank, grade or position; the failure to take appropriate action on the occasion of a crime, disorder or other condition deserving police attention; the failure to successfully complete mandatory annual training requirements; or absence without leave. An isolated incident can be evidence of incompetency and/or unsatisfactory performance. In addition to other indications of unsatisfactory performance, the following will be considered prima facie evidence of unsatisfactory performance: repeated poor evaluations or a written record of repeated infractions of rules, regulations, directives or orders of the Department."

(First Offense – Level 1 Misconduct: Reprimand to 3 days).

Respondent violated this rule in that on October 8, 2016, he failed to perform his duties and carry out the objectives of the Department, in that he failed to conform to work standards when he found property (bow, arrows, and bow case

belonging to Jason Downey) and did not handle it in accordance with department policies.

COUNT IV

UNBECOMING CONDUCT

- 1.-13. Paragraphs 1. through 13., inclusive, of Count I of the Complaint are adopted and incorporated by reference as Paragraphs 1. through 13., inclusive, of Count IV as if fully set out herein.
14. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Paragraphs III.A.7., which states:

"Officers will conduct themselves on and off duty in such a manner as to reflect favorably on the Department. Officers will not engage in conduct that discredits the integrity of the Department or its employees, or that impairs the operations of the Department. Such actions will constitute conduct unbecoming an officer."

(First Offense – Level 1 Misconduct: Reprimand – 3 Days).

Respondent violated this rule in that on October 10 and 11, 2016, he engaged in conduct in such a manner as to reflect unfavorably on the Department when he was untruthful to Trooper Veryzer about not finding the bow case, and/or when he was not truthful with Jason Downey about the location and possession of his bow case and contents.

COUNT V

FAILURE TO PROVIDE SUPERVISORY EXAMPLE

- 1.-13. Paragraphs 1. through 13., inclusive, of Count I of the Complaint are adopted and incorporated by reference as Paragraphs 1. through 13., inclusive, of Count V as if fully set out herein.
14. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Paragraphs III.B.2., which states:

“Rules and regulations for supervisory personnel.

III.B.2. “Supervisors are responsible and accountable for the maintenance of discipline and will provide leadership, supervision and example to ensure the efficiency of Department operations.”

Respondent violated this rule in that on October 8, 2016, through October 11, 2016, he failed to provide leadership, supervision, and example to ensure the efficiency of the Department in that he took possession of found property (bow, arrows, and bow case belonging to Jason Downey) and failed to properly process said property into evidence, attempted to retain the property for his personal use, and /or he was not truthful with Trooper Veryzer and Jason Downey about the location and possession of the property.

(Supervisory Personnel Level of Misconduct).

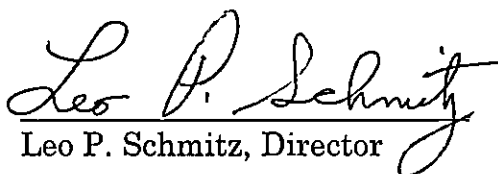
CERTIFICATION

A copy of Illinois State Police Department Directive ROC-002, Rules of Conduct, is provided in the incorporated attachment and is certified by the Director as accurate, complete, and in full force and effect at the time the aforementioned acts were committed.

CONCLUSION

WHEREFORE, by reason of these facts and charges, I request the Illinois State Police Merit Board conduct a hearing in this matter and suspend Respondent from employment in excess of 30 days as the Board deems warranted.

Respectfully submitted,


Leo P. Schmitz, Director

Illinois State Police
801 South Seventh Street, Suite 1100-S
Springfield, Illinois 62703-2487